

Jennifer Wood
Mayor

J. Carlos Gomez
Mayor Pro Tem

Chuck McGuire
Councilmember

Donald Parris
Councilmember

Eugene Stump
Councilmember



AGENDA

CITY OF CALIFORNIA CITY CITY COUNCIL

Tuesday February 27, 2018

Closed Session 5:30 p.m.
Regular Meeting 6:00 p.m.

Council Chambers
21000 Hacienda Blvd.
California City, Ca 93505

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

NOTE: Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting

LATE COMMUNICATIONS: Following the posting of the agenda any emails, writings or documents that the public would like to submit to the council must be received by the City Clerk no later than 3pm the Monday prior to the meeting. Past that deadline citizens may bring these items directly to the meeting. Please bring 10 copies for distribution to council, staff and the public.

February 27, 2018

*****At this time, please take a moment to turn off your cell phones*****

5:30 P.M. CLOSED SESSION

CALL TO ORDER

ROLL CALL

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

ADOPT AGENDA

PUBLIC COMMENTS

Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given three minutes to speak.

CLOSED SESSION

CS 1. Pursuant to Cal. Gov't Code §54956.9(d)(1): Existing Litigation; City of California City v. Bob Dacey Golf, Kern County Superior Court No. BCV-17-100250.

CS 2. Pursuant to Cal. Gov't Code §54957; Public Employment: City Manager Evaluation

REPORT OUT OF CLOSED SESSION

6:00 P.M. REGULAR MEETING

ROLL CALL

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

PLEDGE OF ALLEGIANCE / INVOCATION

CITY CLERK REPORTS / LATE COMMUNICATIONS

PRESENTATIONS

City Treasurer Keith Middleton – January 2018 Report of Investment

STAFF ANNOUNCEMENTS / REPORTS

Police Chief Hurtado – Department Update

Fire Chief Goodell – Department Update

Public Works Director Platt – Department Update

Budget Analyst Foster – Department Update

Parks & Recreation Manager Daverin – Parks and Recreation Update

Interim City Manager Stockwell – City Updates

AB 1234 – Council Updates

CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS

PUBLIC BUSINESS FROM THE FLOOR This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.

February 27, 2018

CONSENT CALENDAR All items on the consent calendar are considered routine and non-controversial and will be approved by one motion if no member of the Council, staff or public wishes to comment or ask questions. (Public comments to be limited to three minutes) Roll call vote required.

CC 1. Approve City check Registers dated through 02/22/18

CC 2. READING OF ORDINANCES

Waive reading in full of all ordinances under consideration, second reading, by title only and adopt;

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING SECTION 9-2.2406 (FLOOD HAZARD), OF ARTICLE 24 (OVERLAY ZONES), IN CHAPTER 2 (ZONING) IN TITLE 9 (LAND USE AND DEVELOPMENT) OF THE CALIFORNIA CITY MUNICIPAL CODE AS IT RELATES TO FLOOD HAZARD”

CC 3. Approve waiver of C.C.M.C. Title 7, Chapter 5, Section 102 k: Request for midnight closure on March 24, 2018, by California City Correctional Facility

CC 4. Approve waiver of C.C.M.C. Title 7, Chapter 5, Section 102 k: Request for midnight closures for June 30th – July 8th, 2018, by California City Little League

CC 5. Review and approve Budget Calendar for the Fiscal Year 2018/19

CC 6. Approve Quarterly Payment to Robert Dacey for Tierra del Sol Golf Course

NEW BUSINESS

NB 1. Fourth of July 2018 – Annual Aerial Firework Show – Park & Rec. Manager Daverin

Recommendation

Council discuss, approve the Pyro Spectaculars proposal in the full amount of \$11,000., approve the first payment in the amount of \$5,500., and authorize the City Manager to execute the agreement

COUNCIL AGENDA

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting or refer an item to staff.

Councilmember Parris

Councilmember Stump

Councilmember McGuire

Mayor Pro Tem Gomez

Mayor Wood

ADJOURNMENT

AFFIDAVIT OF POSTING: This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.

Denise Hilliker, City Clerk

California City, California 93505
TREASURER'S MONTHLY REPORT OF INVESTMENT
January 2018

The general investment portfolio consists of funds for operations, capital improvement projects (CPI), water rate stabilization, administration replacements and reserves.

General Investment Accounts	Balance on 12/31/2017	Net Transactions	Balance on 1/31/2018	Percent of Total
Local Agency Investment Fund (122)	\$ 7,255,135	\$ 11,731	\$ 7,266,866	55.48%
Kern County Investment Fund (20202)	\$ 4,088,657	\$ 10,855	\$ 4,099,513	31.30%
Sub-Total Investment Accounts	\$ 11,343,792	\$ 22,586	\$ 11,366,378	
General Operating Accounts	11/30/2017	Net Transactions	1/31/2018	
Bank of the Sierra -- General Checking	\$ 1,567,554	\$ 162,339	\$ 1,729,893	13.21%
Petty Cash - Total All Departments	\$ 450	\$ -	\$ 450	0.00%
Imprest (cash drawers) - Total All Departments	\$ 875	\$ -	\$ 875	0.01%
Sub-Total Operating Accounts	\$ 1,568,879	\$ 162,339	\$ 1,731,218	
Total City Operating Funds	\$ 12,912,672	\$ 184,925	\$ 13,097,596	100.00%

Restricted Housing Corporation Accounts				
Checking & CD Accounts	11/30/2017	Net Transactions	1/31/2018	
Housing Corp. -- Bank of the Sierra, Checking	\$ 708,269	\$ 20,571	\$ 728,840	76.02%
Housing Corp. -- Bank of the Sierra, CD 0350	\$ 71,490	\$ 3	\$ 71,493	7.46%
Housing Corp. -- Bank of the Sierra, CD 7653	\$ 30,728	\$ 1	\$ 30,729	3.20%
Housing Corp. -- Bank of the Sierra, CD 7654	\$ 20,865	\$ 1	\$ 20,866	2.18%
Housing Corp. -- Bank of the Sierra, CD 7655	\$ 45,217	\$ 2	\$ 45,219	4.72%
Housing Corp. -- Bank of the Sierra, CD 9374	\$ 61,652	\$ 7	\$ 61,659	6.43%
Total Housing Corporation Funds	\$ 938,221	\$ 20,586	\$ 958,807	100.00%

Restricted Successor Agency Accounts				
Checking Account	11/30/2017	Net Transactions	1/31/2018	
Successor Agency -- Bank of the Sierra, Checking	\$ 561,181	\$ 615,945	\$ 1,177,126	100.00%
Total Successor Agency Funds	\$ 561,181	\$ 615,945	\$ 1,177,126	100.00%

Restricted SDI Agency Accounts				
Checking & CD Accounts	11/30/2017	Net Transactions	1/31/2018	
(SDI) -- Bank of the Sierra, Checking	\$ 821,818	\$ (810,843)	\$ 10,975	0.01%
(SDI) CD with Bank of the Sierra	\$ -	\$ 810,843	\$ 810,843	0.94%
Sub-Total SDI Checking & CD Accounts	\$ 821,818	\$ (810,843)	\$ 821,818	
Investment Account (Updated Monthly)	12/31/2017	Net Transactions	12/31/2017	
(SDI) US Bank Investments	\$ 85,360,999	\$ (359,608)	\$ 85,001,391	99.04%
Sub-Total US Bank Investment Account	\$ 85,360,999	\$ (359,608)	\$ 85,001,391	
Total SDI Agency Funds	\$ 86,182,817	\$ (359,608)	\$ 85,823,209	100.00%

Presentation

California City, California 93505
TREASURER'S MONTHLY REPORT OF INVESTMENT

January 2018

INVESTMENT POLICY

The Treasurer shall invest the City's monies as permitted in the City's approved investment policy. The Treasurer shall consider current and projected cash needs in making such investments.

* Contact City Treasurer for US Bank investment breakdown.

US Bank		
Market Value Summary - CUSTODIAN ACCOUNT	12/31/2017	1/31/2018
Beginning Market Value	84,442,450	84,498,912
Ending Market Value	84,498,912	84,139,303
Investment Results	56,462	(359,609)
Market Value Summary - REDEVELOPEMENT AGENCY PROJ AREA TAX	12/31/2017	1/31/2018
Beginning Market Value	0	0
Ending Market Value	-	-
Investment Results	-	-
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX INTEREST	12/31/2017	1/31/2018
Beginning Market Value	181,681	3
Ending Market Value	2	3
Investment Results	(181,679)	-
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX PRINCIPAL	12/31/2017	1/31/2018
Beginning Market Value	190,000	3
Ending Market Value	3	3
Investment Results	(189,997)	-
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX RESERVE	12/31/2017	1/31/2018
Beginning Market Value	862,082	862,082
Ending Market Value	862,082	862,082
Investment Results	-	-
Total "US Bank" Investment Assets	85,360,999	85,001,391

Report Criteria:

Report type: Invoice detail
Check.Check Number = {>=} 102013
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
02/18	02/08/2018	102013	Frontier	ACO Telephone	040709-5 011318	26.42	26.42
Total 102013:							26.42
02/18	02/08/2018	102014	SoCalGas	Pool Gas Bill	187 876 2570 8 012	35.21	35.21
Total 102014:							35.21
02/18	02/08/2018	102015	Verizon Wireless	City Camera Data/Transmi	9800032434	152.26	152.26
Total 102015:							152.26
02/18	02/08/2018	102016	Verizon Business	annual outbound long dista	74742002	248.61	248.61
Total 102016:							248.61
02/18	02/08/2018	102017	Frontier	Outgoing Long Distance Cal	062303-5 012818	245.67	245.67
02/18	02/08/2018	102017	Frontier	Outgoing Long Distance Cal	070174-5 011318	271.60	271.60
Total 102017:							517.27
Grand Totals:							979.77

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 2/8/18Finance Department Judson B. Wells, Accountant**PRE-ISSUE****CC 1.**

Check Register - Pre-Issue Report
Check Issue Dates: 2/12/2018 - 2/12/2018

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
02/18	02/12/2018	102018	Artalejo, Talia	Per Diem Dispatcher Traini	PERDIEM 021418	198.00	198.00
Total 102018:							198.00
02/18	02/12/2018	102019	De Lage Landen Public Financ	Tahoe Lease payment	57936504	45,922.81	45,922.81
Total 102019:							45,922.81
02/18	02/12/2018	102020	Hurtado, Eric	Per Diem Kern Chief's Exec	PERDIEM 022318	200.00	200.00
Total 102020:							200.00
02/18	02/12/2018	102021	Sanders, Karen	Per Diem Executive Assista	PERDIEM 022318	160.00	160.00
Total 102021:							160.00
02/18	02/12/2018	102022	Southern California Edison Co	City Electricity	2-01-388-5074 020	48,167.72	48,167.72
Total 102022:							48,167.72
02/18	02/12/2018	102023	Verizon Wireless	Engine Air Card	9800032435	38.01	38.01
Total 102023:							38.01
02/18	02/12/2018	102024	Wofford, Rebecca	Per Diem Dispatch Training	PERDIEM 022118	8.00	8.00
Total 102024:							8.00
02/18	02/12/2018	102025	Frontier	Internet PD			
02/18	02/12/2018	102025	Frontier	Outgoing Long Distance Cal	0225025 020118	171.98	171.98
Total 102025:							171.98
				Telephone Service from Ve	081503-5 011918	2,934.59	2,934.59
							3,106.57
02/18	02/12/2018	102026	Verizon	annual outbound long dista	61498756	244.91	244.91
Total 102026:							244.91
02/18	02/12/2018	102027	Waste Management	Roll-off Services	3781 482-2508-9	1,131.92	1,131.92
Total 102027:							1,131.92
Grand Totals:							99,177.94

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 2/15/18

Finance Department

Cynthia Foster

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
02/18	02/15/2018	102028	Blazer Septic	Soil Report Deposit Refund	16471	269.00	269.00 ✓
Total 102028:							269.00
02/18	02/15/2018	102029	Maria DeAnda Sandlin	Construction Trash Deposit	16304	500.00	500.00 ✓
Total 102029:							500.00
02/18	02/15/2018	102030	Western Pacific Roofing Corp	Construction Trash Deposit	16341	500.00	500.00 ✓
Total 102030:							500.00
02/18	02/15/2018	102031	Stockwell, Robert	Site Visit Xtreme	TRAVEL 020318	288.41	288.41 ✓
Total 102031:							288.41
Grand Totals:							1,557.41

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 2/15/18Finance Department Cynthia Gusts

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
02/18	02/22/2018	102032	661 Communications	Radio Hardware and Install	1265	1,259.00	1,259.00
02/18	02/22/2018	102032	661 Communications	Labor to Upgrade Radios	1266	1,560.00	1,560.00
Total 102032:							2,819.00
02/18	02/22/2018	102033	AmeriPride	Uniform Maintenance	2100661901	173.84	173.84
02/18	02/22/2018	102033	AmeriPride	Uniform Maintenance	2100663434	172.84	172.84
Total 102033:							346.68
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B289738	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B289798	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B289799	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B289800	26.00	26.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B290317	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B290515	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B290583	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B290584	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B290585	13.00	13.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B290586	104.00	104.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B291107	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B291251	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B291437	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B291497	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B291499	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B291500	78.00	78.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B291891	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B291914	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B291915	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B291916	91.00	91.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B292021	770.00	770.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B292254	260.00	260.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B292458	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B292459	675.00	675.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B292477	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B292479	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B292487	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B292495	91.00	91.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B292496	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B292497	20.00	20.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B292703	295.00	295.00
02/18	02/22/2018	102034	B C Laboratories, Inc	WATER TESTING	B292704	90.00	90.00
Total 102034:							2,913.00
02/18	02/22/2018	102035	Bair's Enterprise	Name Plates	1004	61.67	61.67
Total 102035:							61.67
02/18	02/22/2018	102036	Borton Petrini LLP	Claim of J Gomez	655811	148.00	148.00
Total 102036:							148.00
02/18	02/22/2018	102037	Burkhart, Michael	Tiny Tots Class	FEB2018	238.00	238.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 102037:							238.00
02/18	02/22/2018	102038	Burton's Fire, Inc	Emergency Vehicle Repairs	W 76947	173.25	173.25
Total 102038:							173.25
02/18	02/22/2018	102039	Cal City Pet Clinic	Voucher Program Jan 2018	39146	530.00	530.00
Total 102039:							530.00
02/18	02/22/2018	102040	California Diamond Products	GX390 Fuel Tank	IN0114449	42.18	42.18
02/18	02/22/2018	102040	California Diamond Products	Repair Parts & Maintenanc	IN0114619	83.46	83.46
Total 102040:							125.64
02/18	02/22/2018	102041	Chamber of Commerce	City Donation/Support	8001	15,000.00	15,000.00
Total 102041:							15,000.00
02/18	02/22/2018	102042	City Hardware, Inc	PW Hardware Supplies	100222 013118	7.05	7.05
02/18	02/22/2018	102042	City Hardware, Inc	PW Hardware Supplies	100402 013118	534.93	534.93
02/18	02/22/2018	102042	City Hardware, Inc	PW Hardware Supplies	100406 013118	769.84	769.84
02/18	02/22/2018	102042	City Hardware, Inc	PW Hardware Supplies	100407 013118	107.24	107.24
02/18	02/22/2018	102042	City Hardware, Inc	PW Hardware Supplies	100409 013118	1,375.85	1,375.85
02/18	02/22/2018	102042	City Hardware, Inc	PW Hardware Supplies	100410 013118	332.14	332.14
02/18	02/22/2018	102042	City Hardware, Inc	PW Hardware Supplies	100411 013118	325.38	325.38
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	b10953	115.79	115.79
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	c394812	15.01	15.01
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	c395615	68.63	68.63
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	c395981	61.61	61.61
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	c396520	20.37	20.37
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	c398354	53.62	53.62
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	c398402	79.31	79.31
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	c399329	112.69	112.69
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	c399847	122.93	122.93
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	C399983	51.44	51.44
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	c400152	229.76	229.76
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	c401401	157.64	157.64
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	e76397	400.47	400.47
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	e76822	183.24	183.24
02/18	02/22/2018	102042	City Hardware, Inc	PD Hardware Supplies	e77014	267.62	267.62
Total 102042:							5,392.56
02/18	02/22/2018	102043	City Hardware, Inc	Misc Supplies for Ground O	100397 013118	546.42	546.42
02/18	02/22/2018	102043	City Hardware, Inc	Fire Building Maint Supplie	100405 013118	6.32	6.32
02/18	02/22/2018	102043	City Hardware, Inc	PW Hardware Supplies	100407 013118	64.32	64.32
02/18	02/22/2018	102043	City Hardware, Inc	OHV LE Supplies	C401261	26.20	26.20
Total 102043:							643.26
02/18	02/22/2018	102044	Core & Main LP	N Loop Water Line Replace	I324986	34,693.97	34,693.97
Total 102044:							34,693.97
02/18	02/22/2018	102045	Curtis Tools for Heroes	credit memo	CR3119	1,085.13-	1,085.13-
02/18	02/22/2018	102045	Curtis Tools for Heroes	Air Trailer/Jaws of Life Ser	INV138137	1,857.25	1,857.25

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 102045:							772.12
02/18	02/22/2018	102046	Department of Justice	Livescans General Use	283473	833.00	833.00
Total 102046:							833.00
02/18	02/22/2018	102047	David Guelker & Joshua Axso	Overpayment	106599.03	44.05	44.05
Total 102047:							44.05
02/18	02/22/2018	102048	Big Flower Grow Company	Construction Trash Deposit	16395	2,112.25	2,112.25
Total 102048:							2,112.25
02/18	02/22/2018	102049	Earle & Heidi Bishop	Overpayment	106169.06	57.51	57.51
Total 102049:							57.51
02/18	02/22/2018	102050	Tonette Boyd	Overpayment	106111.08	60.00	60.00
Total 102050:							60.00
02/18	02/22/2018	102051	Josh Meister/Clearview Real E	Overpayment	101876.02-2	52.99	52.99
02/18	02/22/2018	102051	Josh Meister/Clearview Real E	Overpayment	106171.07	48.04	48.04
Total 102051:							101.03
02/18	02/22/2018	102052	Victor Cubero	Deposit Refund	101888.03	30.37	30.37
Total 102052:							30.37
02/18	02/22/2018	102053	Lesley Dickerson	Live Scan Fee Reimburse	204770	10.00	10.00
Total 102053:							10.00
02/18	02/22/2018	102054	Carlos Figueroa	Deposit Refund	101676.07	18.01	18.01
Total 102054:							18.01
02/18	02/22/2018	102055	Granite Construction/Justin B	Deposit Refund	106940.01	929.35	929.35
Total 102055:							929.35
02/18	02/22/2018	102056	Patricia Guimaraes	Overpayment	101741.05	18.01	18.01
Total 102056:							18.01
02/18	02/22/2018	102057	Iglesia De Cristo Miel Kern Co.	Construction Trash Deposit	16172	500.00	500.00
Total 102057:							500.00
02/18	02/22/2018	102058	JBL & Assoc-Fred Whitney	Deposit Refund	100796	121.00	121.00
02/18	02/22/2018	102058	JBL & Assoc-Fred Whitney	Deposit Refund	104268.08	8.05	8.05
02/18	02/22/2018	102058	JBL & Assoc-Fred Whitney	Deposit Refund	106202.09	30.37	30.37
Total 102058:							159.42
02/18	02/22/2018	102059	Karen & Richard Smith	Deposit Refund	105233.05	16.78	16.78

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 102059:							16.78
02/18	02/22/2018	102060	Michael Loehrer	Overpayment	100404.03	75.00	75.00
Total 102060:							75.00
02/18	02/22/2018	102061	Jose Lopez	Overpayment	104367.09	32.28	32.28
Total 102061:							32.28
02/18	02/22/2018	102062	Tiffany Marcos	Deposit Refund	102317.07	10.95	10.95
02/18	02/22/2018	102062	Tiffany Marcos	Overpayment	106194.09-2	52.99	52.99
Total 102062:							63.94
02/18	02/22/2018	102063	Meister & Meister	Deposit Refund	105840.16	30.37	30.37
Total 102063:							30.37
02/18	02/22/2018	102064	Scott Miller	Overpayment	102045.04-2	52.99	52.99
Total 102064:							52.99
02/18	02/22/2018	102065	Jeannette & Javier Morfin	Deposit Refund	106386.05	23.90	23.90
Total 102065:							23.90
02/18	02/22/2018	102066	Catalina Palomar	Live Scan Fee Reimbursem	32440	20.00	20.00
Total 102066:							20.00
02/18	02/22/2018	102067	Martin Ramirez	Overpayment	100802.04	25.08	25.08
Total 102067:							25.08
02/18	02/22/2018	102068	RMR Water/Donald Gilmour	Deposit Refund	106939.01	281.68	281.68
Total 102068:							281.68
02/18	02/22/2018	102069	Juan Rodriguez	Overpayment	100212.04	57.11	57.11
Total 102069:							57.11
02/18	02/22/2018	102070	Michael Shaub	Deposit Refund	105198.06	26.84	26.84
Total 102070:							26.84
02/18	02/22/2018	102071	A & F Sheep-Freddie Iturriria	Overpayment	106908.01	25.00	25.00
02/18	02/22/2018	102071	A & F Sheep-Freddie Iturriria	Overpayment	106923.01-2	25.00	25.00
Total 102071:							50.00
02/18	02/22/2018	102072	Jiang Shun	Deposit Refund	105677.05	26.84	26.84
Total 102072:							26.84
02/18	02/22/2018	102073	Caroline Viloria	Overpayment	101116.05	41.69	41.69

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 102073:							41.69
02/18	02/22/2018	102074	Aihua Weng	Deposit Refund	103872.06	26.84	26.84
Total 102074:							26.84
02/18	02/22/2018	102075	John & Elizabeth Wenrick	Overpayment	105689.08	1.55	1.55
Total 102075:							1.55
02/18	02/22/2018	102076	John Wyatt	Overpayment	105539.06	33.91	33.91
Total 102076:							33.91
02/18	02/22/2018	102077	Liu Yongguang	Deposit Refund	104709.04	26.84	26.84
Total 102077:							26.84
02/18	02/22/2018	102078	Zhisong Huang	Deposit Refund	106613.04	18.01	18.01
Total 102078:							18.01
02/18	02/22/2018	102079	DigiTech Inc.	monthly monitoring	8160	35.99	35.99
02/18	02/22/2018	102079	DigiTech Inc.	monthly monitoring	8217	45.99	45.99
Total 102079:							81.98
02/18	02/22/2018	102080	Emergency Reporting	Fire & EMS Package Mar18	2018_0262	325.58	325.58
Total 102080:							325.58
02/18	02/22/2018	102081	Entenmann-Rovin Company	Badge Officer 53	129044-IN	107.01	107.01
Total 102081:							107.01
02/18	02/22/2018	102082	Fed Ex	Priority Mailings	6-075-24944	106.86	106.86
02/18	02/22/2018	102082	Fed Ex	Priority Mailings	6-083-65069	115.86	115.86
Total 102082:							222.72
02/18	02/22/2018	102083	Ferguson Waterworks	Supplies, Repairs and Maint	0621747	1,324.27	1,324.27
02/18	02/22/2018	102083	Ferguson Waterworks	Supplies, Repairs and Maint	0622676	721.45	721.45
02/18	02/22/2018	102083	Ferguson Waterworks	Supplies, Repairs and Maint	0623357	583.47	583.47
Total 102083:							2,629.19
02/18	02/22/2018	102084	Guerrero, Usvaldo	Uniform 17/18	UNIFORM 17/18	1,200.00	1,200.00
Total 102084:							1,200.00
02/18	02/22/2018	102085	Hansen, Brian	PerDiem Drug Abuse Recog	PERDIEM 022218	100.00	100.00
Total 102085:							100.00
02/18	02/22/2018	102086	HDWBC - High Desert Wireles	Monthly Contracted IT Serv	40652	3,853.75	3,853.75
Total 102086:							3,853.75

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
02/18	02/22/2018	102087	Interon LLC	Retrieve Video CR18-0128	3037	766.12	766.12
02/18	02/22/2018	102087	Interon LLC	City Cameras Service	3041	200.00	200.00
02/18	02/22/2018	102087	Interon LLC	Computer Hardware	3046	333.16	333.16
Total 102087:							1,299.28
02/18	02/22/2018	102088	Karl's Hardware	Misc Repairs	F445273	260.00	260.00
Total 102088:							260.00
02/18	02/22/2018	102089	Kazarians & Associates, Inc.	WWTP Hazard Analysis	5408.03-01	4,291.00	4,291.00
Total 102089:							4,291.00
02/18	02/22/2018	102090	Keystone Uniform Depot	Uniforms - Meyers	064927	1,699.99	1,699.99
Total 102090:							1,699.99
02/18	02/22/2018	102091	KME Fire Apparatus	Cab Windshield Replaceme	CA 543320	950.90	950.90
Total 102091:							950.90
02/18	02/22/2018	102092	League Of Calif Cities	Membership dues	2010	500.00	500.00
Total 102092:							500.00
02/18	02/22/2018	102093	Lyons, Taylor	Uniform 2017/2018	UNIFORM 17/18	1,200.00	1,200.00
Total 102093:							1,200.00
02/18	02/22/2018	102094	M & S Security Services	Security Service	17881	309.50	309.50
Total 102094:							309.50
02/18	02/22/2018	102095	Marx, Robert	Uniform 17/18	UNIFORM 17/18	1,200.00	1,200.00
Total 102095:							1,200.00
02/18	02/22/2018	102096	Mary Valenti, PH.D.	Psych Screening	011918	400.00	400.00
02/18	02/22/2018	102096	Mary Valenti, PH.D.	Psych Screening	012318	400.00	400.00
Total 102096:							800.00
02/18	02/22/2018	102097	Mediawaste Disposal	Biohazard Waste Service	0000045337	68.14	68.14
Total 102097:							68.14
02/18	02/22/2018	102098	Merchant's Printing & Envelo	PD Printing Service	8701295	41.83	41.83
02/18	02/22/2018	102098	Merchant's Printing & Envelo	PD Printing Service	8701296	292.62	292.62
02/18	02/22/2018	102098	Merchant's Printing & Envelo	PD Printing Service	8701297	52.55	52.55
02/18	02/22/2018	102098	Merchant's Printing & Envelo	Business Cards	8701298	52.55	52.55
Total 102098:							439.55
02/18	02/22/2018	102099	Mission Uniform Service	Laundry Service PD	506752583	49.95	49.95
02/18	02/22/2018	102099	Mission Uniform Service	Laundry Service PD	506800025	49.95	49.95
Total 102099:							99.90

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
02/18	02/22/2018	102100	Mojave Public Utility Dis	Wondèr Acres	006090-000 013118	2,214.87	2,214.87
Total 102100:							2,214.87
02/18	02/22/2018	102101	Moore Medical	Replacement AED Pads for	99769977	245.29	245.29
Total 102101:							245.29
02/18	02/22/2018	102102	Office Depot	Fire Office Supplies	10325272001	103.82	103.82
02/18	02/22/2018	102102	Office Depot	Fire Office Supplies	1035251299001	192.77	192.77
02/18	02/22/2018	102102	Office Depot	Office Supplies	103527266001	30.50	30.50
02/18	02/22/2018	102102	Office Depot	Office Supplies	103527523001	10.17	10.17
02/18	02/22/2018	102102	Office Depot	Fire Office Supplies	105945552001	235.04	235.04
Total 102102:							572.30
02/18	02/22/2018	102103	Orr, David	Uniform 17/18	UNIFORM 17/18	1,200.00	1,200.00
Total 102103:							1,200.00
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	656570	339.05	339.05
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	656679	31.18	31.18
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	656874	306.30	306.30
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	656877	193.74	193.74
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	656885	175.35	175.35
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	656890	152.24	152.24
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	656918	5.83	5.83
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	656969	180.09	180.09
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657035	170.25	170.25
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657036	7.04	7.04
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657055	343.11	343.11
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657063	486.21	486.21
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657064	11.26	11.26
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657067	180.09	180.09
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657070	118.38	118.38
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657087	57.14	57.14
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657110	17.95	17.95
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657111	14.96	14.96
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657112	62.22	62.22
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657226	55.98	55.98
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657228	25.34	25.34
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657232	83.91	83.91
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657239	114.08	114.08
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657333	23.08	23.08
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657364	266.37	266.37
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657391	72.27	72.27
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657393	10.88	10.88
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657429	28.98	28.98
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657595	13.93	13.93
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657648	42.88	42.88
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657650	21.01	21.01
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657664	39.66	39.66
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657666	13.77	13.77
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657714	75.06	75.06
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657721	7.82	7.82
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657763	134.92	134.92
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657955	26.33	26.33
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657956	12.86	12.86
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657969	61.86	61.86

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
02/18	02/22/2018	102104	Palmdale Auto Parts	PW Auto Parts	657981	2.89	2.89
Total 102104:							3,275.39
02/18	02/22/2018	102105	Pam Schaffer	K9 Portraits for Memorial	239459	215.00	215.00
Total 102105:							215.00
02/18	02/22/2018	102106	Perry, Diane	Cleaning supplies Animal C	62315	139.15	139.15
Total 102106:							139.15
02/18	02/22/2018	102107	PR Diamond Products	Equipment replacement pa	0047801-IN	8,304.00	8,304.00
Total 102107:							8,304.00
02/18	02/22/2018	102108	Preferred Towing	Towing Humvees to Tehach	16346	488.00	488.00
02/18	02/22/2018	102108	Preferred Towing	Unit 398 Tow	16352	296.80	296.80
02/18	02/22/2018	102108	Preferred Towing	Unit 328 Tow	16353	128.80	128.80
Total 102108:							913.60
02/18	02/22/2018	102109	Process Solutions, Inc	Well 16 SCADA Repair	INV0002123	2,518.43	2,518.43
Total 102109:							2,518.43
02/18	02/22/2018	102110	R&B Company	Hacienda & Redwood Sewe	S1712198.001	3,432.00	3,432.00
Total 102110:							3,432.00
02/18	02/22/2018	102111	Resources Recycling & Recove	CCPP Grant Unspent Funds	0000001101305	4,267.00	4,267.00
Total 102111:							4,267.00
02/18	02/22/2018	102112	Roach, Andrew	Uniform 17/18	UNIFORM 17/18	1,200.00	1,200.00
Total 102112:							1,200.00
02/18	02/22/2018	102113	Robertson's	Concrete and Materials	163912	436.91	436.91
Total 102113:							436.91
02/18	02/22/2018	102114	RSI Petroleum	Fuel	1070364	3,854.06	3,854.06
02/18	02/22/2018	102114	RSI Petroleum	Fuel	1070372	1,333.25	1,333.25
02/18	02/22/2018	102114	RSI Petroleum	OHV Ground Ops Fuel	1070380	469.67	469.67
02/18	02/22/2018	102114	RSI Petroleum	Fuel	1070381	2,397.90	2,397.90
02/18	02/22/2018	102114	RSI Petroleum	Fuel	1070382	453.98	453.98
02/18	02/22/2018	102114	RSI Petroleum	Fuel	1070383	1,169.41	1,169.41
02/18	02/22/2018	102114	RSI Petroleum	Fuel	1070385	1,048.88	1,048.88
02/18	02/22/2018	102114	RSI Petroleum	Fuel	1070400	99.68	99.68
02/18	02/22/2018	102114	RSI Petroleum	Fuel	1070408	258.85	258.85
02/18	02/22/2018	102114	RSI Petroleum	Fuel	1070410	192.82	192.82
02/18	02/22/2018	102114	RSI Petroleum	Fuel	1070415	64.97	64.97
02/18	02/22/2018	102114	RSI Petroleum	Fuel	1070427	215.98	215.98
02/18	02/22/2018	102114	RSI Petroleum	Fuel	1070431	72.66	72.66
02/18	02/22/2018	102114	RSI Petroleum	Fuel	1070432	39.69	39.69
Total 102114:							11,671.80

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
02/18	02/22/2018	102115	Safety-Kleen Corp	Parts, Washer, Solvent, Dis	75933849	76.46	76.46
Total 102115:							76.46
02/18	02/22/2018	102116	Sequoia Equipment Company,	Refund double payment	2206-1	13.73-	13.73-
02/18	02/22/2018	102116	Sequoia Equipment Company,	Refund	3541	277.50-	277.50-
02/18	02/22/2018	102116	Sequoia Equipment Company,	Equipment Repairs and Mai	6888	510.56	510.56
Total 102116:							219.33
02/18	02/22/2018	102117	Sirchie Fingerprint Labs	Nitrile Gloves	0335325-IN	76.25	76.25
02/18	02/22/2018	102117	Sirchie Fingerprint Labs	Evidence Bags	0336299-IN	187.82	187.82
Total 102117:							264.07
02/18	02/22/2018	102118	Solenis LLC	Sludge Centrifuge Polymer	131266397	589.88	589.88
Total 102118:							589.88
02/18	02/22/2018	102119	Sparkletts	PW Water	4687417 012618	44.82	44.82
Total 102119:							44.82
02/18	02/22/2018	102120	Thomson Reuters - West	Code Books	837528286	472.97	472.97
02/18	02/22/2018	102120	Thomson Reuters - West	Code Books	837705003	680.51	680.51
Total 102120:							1,153.48
02/18	02/22/2018	102121	ULINE	Compliance Center for MSD	94156371	94.02	94.02
Total 102121:							94.02
02/18	02/22/2018	102122	United Rentals	Backhoe/Loader Rental	154072596-001	1,794.28	1,794.28
Total 102122:							1,794.28
02/18	02/22/2018	102123	UPS	Delivery Service	0000Y0573V058	273.94	273.94
Total 102123:							273.94
02/18	02/22/2018	102124	Vaccaro, Brandon	Uniform 17/18	UNIFORM 17/18	1,200.00	1,200.00
Total 102124:							1,200.00
02/18	02/22/2018	102125	Walters, Jack	Uniform 17/18	UNIFORM 17/18	1,200.00	1,200.00
Total 102125:							1,200.00
02/18	02/22/2018	102126	Whiting, Steven	PerDiem Drug Abuse Recog	PERDIEM 022218	100.00	100.00
Total 102126:							100.00
02/18	02/22/2018	102127	S.C. Friends Tire Inc.	Tire Service	32981	20.50	20.50
02/18	02/22/2018	102127	S.C. Friends Tire Inc.	Tire Service	32984	20.00	20.00
02/18	02/22/2018	102127	S.C. Friends Tire Inc.	Tire Service	33003	10.00	10.00
02/18	02/22/2018	102127	S.C. Friends Tire Inc.	Tire Service	33060	10.00	10.00
02/18	02/22/2018	102127	S.C. Friends Tire Inc.	Tire Service	33076	28.50	28.50
02/18	02/22/2018	102127	S.C. Friends Tire Inc.	Tire Service	33077	55.50	55.50
02/18	02/22/2018	102127	S.C. Friends Tire Inc.	Tire Service	33080	33.89	33.89

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
02/18	02/22/2018	102127	S.C. Friends Tire Inc.	Tire Service	33106	10.00	10.00
02/18	02/22/2018	102127	S.C. Friends Tire Inc.	Tire Service	33112	17.50	17.50
02/18	02/22/2018	102127	S.C. Friends Tire Inc.	Tire Service	33144	553.80	553.80
Total 102127:							759.69
02/18	02/22/2018	102128	Dennis Automotive	Auto Service	18289	56.00	56.00
Total 102128:							56.00
Grand Totals:							139,732.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 2/22/18Finance Department Cynthia Gust

Report Criteria:

Report type: Invoice detail

Bank Bank Number = 1

ORDINANCE NO. 18-761

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING SECTION 9-2.2406 (FLOOD HAZARD), OF ARTICLE 24 (OVERLAY ZONES), IN CHAPTER 2 (ZONING) IN TITLE 9 (LAND USE AND DEVELOPMENT) OF THE CALIFORNIA CITY MUNICIPAL CODE AS IT RELATES TO FLOOD HAZARD

WHEREAS, the City of California City has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, the City of California City would like to amend the code to clarify Section 9-2.2406 in Title 9 is consistent with Chapter 11(Flood Damage Prevention) in Title 8 (Building Regulations) with respect to Flood Hazard; and

WHEREAS, all legal prerequisites prior to the adoption of this ordinance have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY DOES ORDINAN AS FOLLOWS:

SECTION 1: Section 9-2.2406 (Flood Hazard) of Article 24 (Overlay Zones), in Chapter 2 (Zoning), of Title 9 (Land Use and Development) is hereby amended as follows:

Sec. 9-2.2406. Flood Hazard.

- (a) A Development Permit shall be issued per Section 8-11.05 "Development Permits" of the California City Municipal Code, Chapter 11 (Flood Damage Prevention).
- (b) The Development Permit shall comply with Chapter 11 "Flood Damage Prevention" of the California City Municipal Code.

SECTION 3: Repeal of Inconsistent Sections. Any provision of the California City Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 4: Environmental Review. The Council finds that adoption of this ordinance is not a "project" pursuant to California Public Resources Code Section 21065 because this ordinance merely clarifies there is no conflict between Section 9-2.2406 (Flood Hazard) of Chapter 2 (Zoning), in Title 9 (Land Use and Development) and Chapter 11 (Food Damage Prevention) in Title 8 (Building and Regulations), it will not have any significant effect on the environment, and there is no reasonable basis to conclude that this ordinance may cause a significant effect on the environment, thus no environmental review under the California Environmental Quality Act is required.

SECTION 5: Severability. If any section, subsection, clause or phrase or portion of this ordinance is for any reason held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of all other provisions of this ordinance. The City Council of California City hereby declares that it would have passed the ordinance codified in this chapter, and each section, subsection, sentence, clause and phrase or portion thereof, even though any one or more of the sections, subsections, sentences, clauses, or phrases or portions thereof be declared invalid or unconstitutional.

SECTION 6: Attestation. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

Approved for introduction at a regular meeting on February 13, 2018 by the following vote:

AYES: McGuire, Stump, Gomez, Wood

NOES: None

ABSENT: Parris

ABSTAIN: None

PASSED, APPROVED AND ADOPTED on February 27th, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jennifer Wood, Mayor

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

ATTEST:

Denise Hilliker, City Clerk
[SEAL]

CITY COUNCIL

February 27, 2018

TO: Mayor and City Council

FROM: Brenda Daverin, Park Manager

**SUBJECT: Approval of Waiver for Midnight closure of Central Park on 3-24-18.
C.C.M.C. 7-5-.102K**

BACKGROUND

California City Correctional Facility in the past has been granted a waiver of the parks 10 pm closure for their event

RECOMMENDATION

Staff recommends that the council approve the request for a waiver of the parks C.C. M.C. 7-5-102k and allow CDCR to remain in the Strata until 12AM as they have requested.

It is necessary to consider and approve the waiver now because of the March 24 2018 event date so the organization have time to make plans for their Crab Feed.

Their event will take place at the Strata and behind the Strata in Central Park. The event will run from 12pm to 12am, which is two hours after closing time of the park. This event will be an employee appreciation night and tickets will be sold to the public as a fundraiser. The rental charge will be \$25 per hours as they are a local 501C3. Expected attendance is 250.

FISCAL IMPACT

The rental charge will be \$25 per hours as they are a local 501C3. No money will be spent by the City for this event.

ENVIROMENTAL IMPACT None

CC 3.

CITY COUNCIL

February 27, 2018

TO: Mayor and City Council

FROM: Brenda Daverin, Park Manager

SUBJECT: Approval of Waiver for Midnight closure of Central Park week of June 30-July 8th. C.C.M.C. 7-5-.102K

.....
BACKGROUND

California City Little League in the past has been granted a waiver for their July Tournament as extra inning or weather could delay the last game of the day and extend past the 10PM closure.

RECOMMENDATION

Staff recommends that the council approve the request for a waiver of the parks C.C. M.C. 7-5-102k and allow Little League to remain in the Park until 12AM as they have requested.

It is necessary to consider and approve the waiver now because the tournament is being planning for the season at this time. The tournament is usually held the first week of July and will take place on field 2 in Central Park. No children will be allowed to walk home after 10pm. The event will be free to the public and expected attendance is 200.

FISCAL IMPACT

N/A

ENVIROMENTAL IMPACT

N/A

CC 4.

CITY COUNCIL

February 27, 2018

TO: Mayor and City Council

FROM: Cynthia Foster, Budget Analyst

SUBJECT: Review and Approve Budget Calendar for Fiscal Year 2018/19 Budget.

BACKGROUND:

Attached is the proposed budget calendar for the preparation of the FY 2018/19 budget.

In reviewing the budget calendar, please note that the budget workshops are scheduled in May 2018 and are designed to allow the City Council and staff the flexibility to select what date(s) it wishes to conduct the budget workshop(s).

Once budget workshop dates are confirmed we will notify the public accordingly.

RECOMMENDATION:

Staff recommends that the City Council approve the budget calendar for the FY 2018-2019.

FISCAL IMPACT:

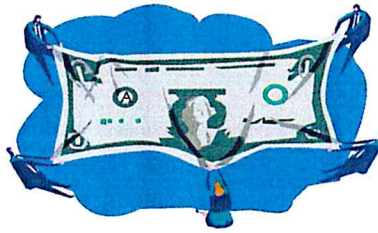
None.

ENVIRONMENTAL ACTION:

None.



City of California City
PROPOSED BUDGET CALENDAR
FY 2018-19



Action	Date
✓ Pre-Planning Meeting with City Manager and City Staff	January / February 2018
✓ Budget Worksheets, Instructions, and Guidelines Distributed to Departments.	March 2018
✓ Departments submit Budget Worksheets to Finance Department	April 2018
✓ City Staff and City Council conduct Budget Workshops	May 2018
✓ City Manager reviews budget requests with Finance Department and Department Heads	May 2018
✓ City Manager submits proposed budget to City Council	June 2018
✓ City Council adopts Final FY 2018-19 budget	June 2018

CITY COUNCIL

February 27, 2018

TO: Mayor and City Council

FROM: Robert Stockwell, Interim City Manager

SUBJECT: Quarterly Payment to Robert Dacey for Tierra del Sol Golf Course

BACKGROUND:

At the last City Council meeting the Council removed the check slated to pay Robert Dacey's quarterly payment per the City's contract for operation of the golf course. This was due to lack of sufficient backup information. I have reviewed the documents submitted by Dacey and have been able to track the questioned loan payments back to two cash flow loans he had received in the prior quarter. These loans covered the cost of the day-to-day operations of the golf course and the payments he has scheduled from the current invoice cover these loans.

RECOMMENDATION:

Authorize the staff to release the check to Dacey to conclude payment for this quarter.

FISCAL AND ENVIRONMENTAL IMPACT:

The funds to cover this payment are included in the current budget and are consistent with the current contract.

CC 6.

CITY OF CALIFORNIA CITY

GENERAL ACCOUNT
21000 HACIENDA BLVD.
CALIFORNIA CITY, CA 93505
760-373-8661

**BANK
OF THE
SIERRA**

(760) 373-8602
8031 CALIFORNIA CITY, BLVD.
CALIFORNIA CITY, CA 93505

90-3702/1211

Check #: 101909

101909

DATE

AMOUNT

2/08/18

50,000.00

PAY

Fifty Thousand and 00/100 Dollars

TO THE
ORDER
OF:

BOB DACEY GOLF MAINTENANCE
10300 NORTH LOOP BLVD
CALIFORNIA CITY CA 93505



VOID 60 DAYS AFTER ISSUE

AUTHORIZED SIGNATURE

⑈ 101909 ⑈ ⑆ 121137027 ⑆

2310204227⑈

CITY OF CALIFORNIA CITY
GENERAL ACCOUNT

101909

VENDOR: 1024 BOB DACEY GOLF MAINTENANCE

2/08/18

Check No: 101909

INVOICE #INV DATEDESCRIPTIONINV AMOUNT

2 QTR FYE 18

2/06/18

2nd Quarter Revenue Payment

50,000.00

TOTAL AMOUNT

50,000.00

TO: Mayor and City Council

February 27, 2018

FROM: Brenda Daverin, Park Manager

SUBJECT: Revisit the cities Fourth of July aerial Annual Firework Show.

BACKGROUND: For several years we have been working with community groups to obtain a goal for sponsorship of a 50/50 match to fund our firework show. If approved we would send a press release to the newspaper and reach out to companies/community groups to solicit donations to help defray the cost once again.

We have reached out to Zambelli Fireworks. The company does have an operator locally that is available at this time to shoot the show if we book by April 15th, for Friday June 29th or Monday July 1st show only. They do not have enough operators in this area to shoot small shows like ours on July 4th. They have submitted a bid for \$13,500. See attached.

Pyro Spectaculars does have an operator in the area that is available to shoot our show on July 4th or another day of our choosing. The bid is \$11,000 which is \$2,500 less than the only other bidder Zambelli Fireworks. The third quote that was sought was from Fireworks & Stage FX America. They do not have enough operators to fill our request. (see attached letter and bid)

RECOMMENDATION: Staff feels that with community donations and the support of our City Council we will be able to obtain a July 4th Firework Show for our City. We wish to obtain approval in the amount of \$11,000, which is the total price of our July 4th Firework Show from Pyro Spectaculars and enter into a contract with them and make the first payment by April 15. (We requested an extension for 4/15 instead of 4/2/18 and it was granted). Second payment would be due of \$5,500 is due on July 5th. We will also solicit sponsors from the community and businesses for donations if approved.

FISCAL IMPACT:

The total cost of the project is \$11,000 Account # 10-4565-425 currently has \$5,000. This increase over last year leave us \$500 short for this first payment. The \$500 would be funded out of Account# 10-4561-410 Park & Rec Special Projects. The remaining \$5,500 would need to be budgeted in the new fiscal year which starts July 1st.

Approval Timing: It is necessary to approval of the funding by April 15th as it is the Deadline to order product and make a 50% payment.

ENVIRONMENTAL IMPACT: N/A

ATTACHMENTS: Bids from Pyro Spectaculars and Zambelli Fireworks, No bid from Fireworks & Stage FX America, (as they are short operators this year.) & Press Release.

NB 1.

2-8-2018

Press Release: Fourth of July Fireworks

With the colder temperatures it is easy to start thinking about warm summer days. The California City Parks Department is in the same mindset.

We have started fundraising for the 2018 Fourth of July Fireworks Show. We have set a fundraising goal of \$6,000 and would like to have this goal accomplished by July 1.

We are in need for sponsors for this this traditional event from businesses community groups and individuals. Banners may be hung for one month when a donation of \$100 is made in Central Park. (Please provide your Banner- not larger than 3ft by 6ft.) Our 4th of July Gala provides good old fashion fun. Event is held in Central Park and has free admission and parking. The event includes extended Pool hours, DJ, Ice cream social and free kid's games. The show by Pyro Spectaculars starts at 9PM. Vendors are welcome!

We are asking everyone in our community to help us fundraise for this event. When you support the fireworks fund, you are supporting an event that honors the sacrifices veterans have made; the freedom enjoyed by all Americans and the pride shared among our citizens that ensures our community remains strong. The show also brings in tourism from surrounding communities that don't have their own shows which helps our local businesses.

If you can help, please send a check. No amount is too small!

Check can be made to:

City of California City - Fireworks
21000 Hacienda Blvd.
California City, Ca 93505

You may also drop off donations at City Hall or Park Department -Strata Center For more information please call 760-373-3530 or email at bdaverin@californiacity-ca.gov

Thanks,  Parks
Make
Life
Better!

Brenda Daverin- Park Manager

Brenda Daverin <calcitypark@yahoo.com>

To: Jeff Martin

Feb 8 at 8:22 AM

Hi Jeff,

We are wondering if we can extend the deadline to sign the contract from 4/2 til 4/15/18.. We have a property tax measure on the ballot on 4/10, that funds 60% of our general fund budget. Let me know if this is possible.

Thanks so much!

Brenda Daverin

California City Park Supervisor

Phone: 1-760-373-3530

Fax: 1-760-373-2370

Jeff Martin <jmartin@pyrospec.com>

To: Brenda Daverin

Feb 8 at 9:39 AM

No problem. 4/15 is fine.

Jeff Martin

Show Producer

Pyro Spectaculars, Inc.

Office 888-477 PYRO (7976) X 236

Fax 909-355-9813

Cell-909-831-9985

P.O. Box 2329 Rialto, Ca. 92377

3196 N Locust Ave. Rialto, Ca. 92377

jmartin@pyrospec.com

www.pyrospec.com

From: matt@socalfireworks.com [<mailto:matt@socalfireworks.com>] **On Behalf Of** Matthew Biolchino

Sent: Friday, January 26, 2018 9:49 AM

To: Brenda Daverin <BDaverin@californiacity-ca.gov>

Subject: 4th of July Firewroks

Dear Ms. Daverin,

Thank you very much for contacting us regarding your July 4th Fireworks Celebration. As California's premier fireworks display company, we allocate enough spectacular product and top notch equipment to be able to provide to make our displays the best around. We are limited to the shows we can take based on our operators and crew as well. We are very particular when it comes to the operators we hire to produce our shows and when we have them all booked, we cannot take on more shows. We are proud of our on-line, on-time reputation for producing awesome fireworks displays and would never jeopardize this reputation by trying to stretch our resources too thin.

Unfortunately, we are unable to provide a bid for this year's display as we are in a completely sold out position. Please keep us in mind for the future as we are constantly hiring more qualified operators as they pass our stringent qualifications.

We apologize for not being able to help you, but sincerely hope we can work together in the future. We wish you all the best with your upcoming display.

FIREWORKS PROPOSAL

California City Independence Day Fireworks Celebration

**Show Date: Option One Friday June 29, 2018
Option Two Monday July 1, 2018**

Show Budget Option: \$15,000 (Ten percent reduction for non-4th).

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

State Local and Federal Permits: Zambelli Fireworks will secure all necessary state, local and federal permits / required licenses.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of California

Site Security and Fire Protection: Zambelli will assist with site security and make arrangements with the Authorities Having Jurisdiction.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

SYNOPSIS FOR A 15 MINUTE DISPLAY

ALL INCLUSIVE PACKAGE PRICE \$15,000

SHELL DESCRIPTION	QUANTITY
OPENING BARRAGE	
Three Inch Assorted Color & Salute Finale Display Shells	20
Four Inch Color Finale Display Shells	6
Five Inch Color Finale Display Shells	5
TOTAL NUMBER OF SHELLS IN OPENING	31
MAIN BODY OF PROGRAM	
Three Inch Zambelli Floral Pattern Shells	35
Three Inch Zambelli Specialty Shells	35
Three Inch Zambelli Duration/Lingering Effect Shells	35
Three Inch Multi-Break Effect Shells	35
Three Inch Palm, Dahlia & Chrysanthemum Multi-Effect Shells	35
Three Inch Tourbillion & Serpent Effect Shells	35
TOTAL NUMBER OF THREE INCH SHELLS	210
Four Inch Zambelli Floral Pattern Shells	20
Four Inch Zambelli Specialty Shells	20
Four Inch Zambelli Duration/Lingering Effect Shells	20
Four Inch Multi-Break Effect Shells	20
Four Inch Palm, Dahlia & Chrysanthemum Multi-Effect Shells	20
Four Inch Tourbillion & Serpent Effect Shells	20
TOTAL NUMBER OF FOUR INCH SHELLS	120
Five Inch Zambelli Floral Pattern Shells	10
Five Inch Zambelli Specialty Shells	10
Five Inch Zambelli Duration/Lingering Effect Shells	10
Five Inch Palm, Dahlia & Chrysanthemum Multi-Effect Shells	10
Five Inch Tourbillion & Serpent Effect Shells	10
Five Inch Assorted Color Multi-Break Display Shells	10
TOTAL NUMBER OF FIVE INCH SHELLS	60
ZAMBELLI GRAND FINALE	
Three Inch Assorted Color Finale Display Shells	70
Three Inch Zambelli Specialty Finale Shells	60
Three Inch Titanium Salute Report Shells	150
Four Inch Zambelli Specialty Finale Shells	84
Five Inch Zambelli Specialty Finale Shells	40
TOTAL NUMBER OF GRAND FINALE SHELLS	404
TOTAL NUMBER OF SHELLS IN THE DISPLAY	825
Additional Multi Shot Effects	
49 Shot Variegated Moons w/Titanium Reports and Tail	49
49 Shot Super Brocade w/Gold Tails Fan Box	49
49 Shot Silver Crossettes w/Silver Tails Fan Box	49
49 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box	49
49 Shot Bright Popping Flowers w/Silver Tails Fan Box	49
49 Shot Variegated Chrysanthemum w/Palm and Silver Tails Fan Box	49
49 Shot Thunder Tourbillions w/Red and Blue Mines Fan Box	49
49 Shot Green to Purple Moons w/Reports and Tail Fan Box	49
49 Shot Gold Brocade Waterfalls w/Gold Tails Fan Box	49
49 Shot Silver to Gold Crossettes w/Silver Tails Fan Box	49
TOTAL NUMBER OF SHOTS IN THE DISPLAY	490

TOTAL NUMBER OF SHOTS / SHELLS IN THE DISPLAY 1315



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc 10451 Gulf Boulevard Treasure Island, FL 33706-4814 1-800-237-3355	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED Zambelli Fireworks Mfg Co., dba: Zambelli Fireworks Internationale, etal 20 South Mercer Street New Castle, PA 16101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: T.H.E. Insurance Company		12866
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPP0103167-01	02/01/2014	02/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPP0103167-01	02/01/2014	02/01/2015	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ELP0011081-01	02/01/2014	02/01/2015	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC144355	02/01/2014	02/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
Workers Compensation Coverage is afforded in the State(s) of: AZ, CO, CT, DE, FL, GA, IL, IN, KY, LA, MD, MI, MN, MO, NC, NE, NJ, NM, NV, NY, OR, PA, SC, SD, TN, TX, UT, VA & WI.						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)		
Display Date:	Rain Date:	Location:
RE: General Liability, the following are named as additional insured in respects to the operations of the named insured only		

CERTIFICATE HOLDER	CANCELLATION
CERT#	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Carlos A. Serra</i>

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2018 **PYRO** SPECTACULARS

by Souza®



Pyrotechnic Proposal

California City

July 4, 2018



January 25, 2018

California City
Brenda Daverin
21000 Hacienda Blvd.
California City, CA 93505

Dear Ms. Daverin,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2018 event. The following proposal outlines your custom designed Program "A" for the amount of \$11,000.00. The various fireworks elements provided are prepared to shoot from Central Park.

Our full service program includes the services of a licensed pyrotechnic operator, specialized crew and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by April 2, 2018 along with your deposit and applicable fire department fees, if any.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Maria Barajas at (909) 355-8120 ext. 231.

Sincerely,

PYRO SPECTACULARS, INC.


Jeff Martin

Sales Manager

JM/mb

Enclosures

Pyro Spectaculars, Inc.

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813

Product Synopsis • Pyrotechnic Proposal

California City

PROGRAM A – July 4, 2018

\$11,000.00

Opening

<u>Description</u>	<u>Quantity</u>
♦ 2.5" Souza Designer Opening Salutes	15
Total of Opening	15

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
♦ 3" Souza Designer Selections	150
♦ 4" Souza Designer Selections	60
♦ 5" Souza Designer Selections	18
Total of Main Body - Aerial Shells	228

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
♦ Sousa Platinum Line Custom Multishot Device	100 Shots
♦ Sousa Emerald Line Custom Multishot Device	90 Shots
♦ Sousa Pearl Line Custom Multishot Device	100 Shots
Total of Pyrotechnic Devices	290

Grand Finale

<u>Description</u>	<u>Quantity</u>
♦ 2" Souza Designer Bombardment Shells	100
♦ 3" Souza Designer Bombardment Shells	60
♦ 4" Souza Designer Bombardment Shells	30
♦ 5" Souza Designer Bombardment Shells	3
Total of Grand Finale	193
Grand Total	726



PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2018 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and California City, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 4, 2018, at approximately 9:00 p.m., at Central Park; Between Baseball Fields, California City, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of ~~\$11,000.00~~ USD (**ELEVEN THOUSAND DOLLARS**) ("Fee") for the Production. CLIENT shall pay to PYRO ~~\$5,500.00~~ USD (**FIVE THOUSAND FIVE HUNDRED DOLLARS**) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at ~~\$00.00~~ OR an amount to be determined, for a total of ~~\$5,500.00~~, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than April 2, 2018. The balance of the Fee shall be paid no later than July 5, 2018. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the California City Fire Department FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - California City; 21000 Hacienda Blvd., California, CA 93505.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

California City
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18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 2, 2018
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

California City

By: 

Its: President

By: _____

Its: _____

Print Name

SHOW PRODUCER: Jeff Martin

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
California City("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 4, 2018, at approximately 9:00 p.m., at Central Park; Between Baseball Fields, California City, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

